KADUR DISTRICT.

Notification dated 21st June 1905

Notice is hereby given that the undermentioned lands in the Yedahalli Sub-Taluk Kadur District, applied for for coffee cultivation, will be sold by public auction at 11 A.M., on Wednesday the 2nd August 1905, at Chikmagalur, before the Amildar of the Chikmagalur Taluk, subject to the confirmation of the Deputy Commissioner of the district.

2. The sale shall be by public auction under the usual conditions and the land shall be knocked down to the highest bidder above the upset price, namely Rs. 10 per acre. The deposit of one-fourth of the upset price made by the applicant shall, if the land be knocked down to him at the auction, be credited towards his deposit of 25 per cent of the purchase money, and it shall be refunded to him if the land is purchased by any other person in the auction.

3. The upset price fixed as above shall include survey expenses, and the right of Government to all reserved trees except sandal, which will always be reserved absolutely by Government.

4. The highest bidder should, immediately after the close of the sale, pay a deposit of 25 per cent of the purchase money, inclusive of the deposit referred to in para 2, and the remainder before sunset on the fifteenth day from the date of sale as provided for by the rules in force; in default, the land will be re-sold at the risk of the defaulter, who will have to make good the deficiency, if any, at the second sale, but will have no claim to the excess, if any.

5. The land sold under these rules shall be held free of assessment for the first three years, and on half assessment for the next two years, full assessment being payable from and after the sixth year. But before the concession is granted, the purchaser must bind himself in writing to pay the full assessment from the first year in the event of his resigning the land after cutting down the timber on it or otherwise clearing any portion of it, but without having made any *bonâ fide* attempt to bring under cultivation the arable area included in it.

Survey No.	Name of darkhastdar.	Name and situation of land.	Boundaries.	Extent and assessment of land applied for.		Remarks.
				Extent.	Assessment.	
Out of Survey No. 186. (Re-survey No. 286).	Mr. C. S. Crawford.	Soppinbetta land, in Karkesara village.	On the east—Survey No. 213. On the west— Do 261. On the south—Hiregadde, Koppa Taluk. On the north—The remaining portion of Survey No. 186.	A. G. 96 12	To be fixed in communication with the Survey and Settlement Commissioner.	Subject to the condition that the grantee should bind himself not to interfere in any way with the springs and the pathway running through the land.

Note.—Where only a portion of a Survey number is applied for and the land granted after levying the upset price on the area ascertained approximately, the purchaser will be bound to pay or entitled to receive, as the case may be, the upset price on any appreciable difference of area found upon re-survey.

M. CHENGIAH CHETTY, *Dy. Comr.*

Notification dated the 5th July 1905.

1. It is hereby notified that in satisfaction of arrears of land revenue due by Mr. Bewshere, revenue defaulter, the undermentioned immovable property, the occupancy of which has been declared to be forfeited, will be sold by public auction at the Kolgave village, Chikmagalur Taluk, in the Kadur District, on Monday the 21st August 1905. The sale will commence at 11 A. M., and the property will be knocked down to the highest bidder without reserve.

2. The amount of revenue payable by the purchaser on the property for the years 1902-03, 1903-04 and 1904-05 is Rs. 90-4-0, as shown in detail in the statement at foot.

3. Purchasers will be required to deposit 25 per cent of the purchase money at the close of the sale, and where the remainder of the purchase money may not be paid within 15 days from the day of sale, the money so deposited shall be liable to forfeiture.

4. When such deposit shall not be made, nor the remaining purchase money paid up in time, the property shall be re-sold at the expense and risk of the first purchaser.

5. Persons bidding at the sale may be required to state whether they bid on their own account or as agents, and in the latter case to deposit a written authority signed by their principals, otherwise their bids may be rejected.

6. The sale shall be stayed, if the defaulter or any person acting on his behalf or claiming an interest in the property, tenders the full amount of arrears of revenue with the interest and other charges, provided such tender be made before the property is knocked down to the highest bidder on the date of sale.

7. The sale of the property will not become absolute until confirmed by the Deputy Commissioner.

8. Purchaser having completed the payment of the purchase money, will, as soon as the sale has been confirmed by the Deputy Commissioner, be placed in immediate possession; and the property will be registered in the name of the purchaser, and a certificate of sale signed and sealed by the Deputy Commissioner, will be granted to him. It is to be distinctly understood that the Government are not responsible for errors of description or in estimated extent.

9. Provided, parties deeming themselves aggrieved by the sale, shall be at liberty to appeal to the Deputy Commissioner, within thirty days from the day of sale; and also to appeal to Government against his order within the time prescribed by law, and the purchase shall be conditional on the final order in such appeal.

SCHEDULE.

Taluk.	Hobli.	Village.	Name of defaulter.	Description of property.						Amount of arrears due to Government including notice fees, etc.
				Building.		Land.				
				Name of building.	Estimated value.	Number or name of land.	Dry, wet or garden.	Area.	Assessment	
Chikmagalur.	Jagar.	Kolgave.	Mr. Bewshere.	...	...	S. No. 159 part.	Coffee.	A. g. 18 38	Rs. a. p. 28 0 0	Rs. a. p. ... 89 4 0 Kandayam Process fees, &c. ... 1 0 0 Total ... 90 4 0 Besides the interest due from the year 1902-03 up to the date of sale.

NOTE.—The sale is free from all tenures, encumbrances and rights created by the defaulter or any of his predecessors in title or in any wise subsisting against him.

K. MULAR RAO, for Dy. Commr.